

**CITY OF GOODYEAR  
CITY COUNCIL ACTION FORM**

**SUBJECT:** Council award contract to Black & Veatch to perform a utility rate study and utility impact fee study in the amount of \$65,420.00

**STAFF PRESENTER:** Alfonso Rodriguez  
**COMPANY:** Black & Veatch  
**CONTACT:** Ken Martin

**RECOMMENDATION:**

City Council approve a contract with Black & Veatch to perform a utility rate study, utility impact fee study in the amount of \$ 65,420.00.

**COMMUNITY BENEFIT:**

The development of a comprehensive water, sewer and effluent strategy and the accompanying financial tools will lay the foundation for building a sustainable community.

**DISCUSSION:**

Goodyear is experiencing fast-paced growth and the accompanying increased development pressure. The City's population has grown from approximately 18,000 residents in 1999 to approximately 32,000 residents in 2004. The City is expected to continue to grow at a rate of 20% over the coming years. As a result, demand for water and wastewater services is also increasing at a rapid rate. The rapid growth that the City is experiencing, and the increased costs for treatment of groundwater to meet regulatory requirements, provides a challenging environment for the City's water, wastewater and effluent operations.

Staff desires to take a "fresh look" at its current water, wastewater and water resource capital revenue sources. The current rate structure neither accurately reflects the cost of providing capital infrastructure to meet the needs of commercial and residential water and wastewater development nor the added costs of required groundwater treatment.

A Request for Proposals was posted for Utility Rates and Utility Impact Fee Study in the West Valley View and on the City's web site. The submittal process closed on April 14, 2004. Five (5) consultants submitted Statements of Qualifications.

**Consultants:**

- 1) Rick Giardina & Associates, Inc.
- 2) Raftesis Financial Consulting, PA
- 3) RedOak Consulting
- 4) Burton & Associates
- 5) Black & Veatch

A selection committee comprised of City personnel from the Deputy City Manager's Office, Water Management Department, Finance Department and Budget Department reviewed the submittals on April 20, 2004. The committee rated the submittals on the following points:

- Proposer's experience in providing services of a similar nature, on projects completed within the past five years and appropriate client contracts for the referenced project or projects.
- Proposer's contract and quality management plan, including their understanding and approach to providing the specified services.
- Proposer's capability to complete the proposal in a timely manner.
- References and other pertinent information.
- Overall quality of proposal in terms of schedule, experience, strength of presentation (if given) and approach.

Follow up questions were sent to the top three (3) consultants in lieu of interviews to shorten the time frame of the selection process. Staff identified Black & Veatch as having the background and experience to meet our needs. Black & Veatch has extensive experience in conducting water and wastewater rate studies and development fee studies for communities faced with similar issues. Black & Veatch specializes in providing governmental financial services and governmental utility rate expertise. Black & Veatch recently provided similar services to other Arizona communities related to new development issues.

The benefits derived from developing an overall strategy of financial planning and pricing include:

1. Long-term financing of new facilities
2. Developing rates that are based upon those factors driving the costs
3. Conservation
4. Ensure funds are available to meet long-range financing requirements
5. Ease of implementation
6. Comparability with similar utilities
7. Equitable contributions - capital projects

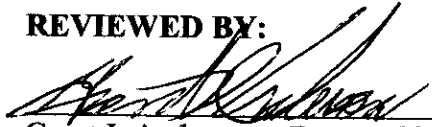
The study work can be accomplished within five (5) months. Therefore, implementation could take effect in November 2004.

This Study is consistent with the Water Resource Plan presented and approved by Council on December 8, 2003, COAC 03-1946.

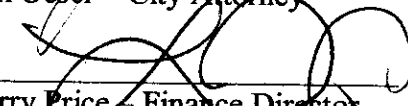
### **FISCAL IMPACT:**

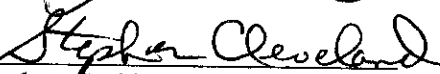
Estimated potential increase in revenues for the last six (6) months of FY 04-05, water and sewer projects, is \$375,188.00. Funds for this study in the amount of \$65,420.00 is budgeted in fiscal year 2004-05.

**REVIEWED BY:**

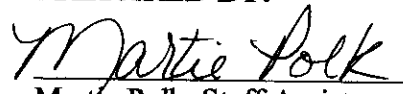
  
Grant I. Anderson – Deputy City Manager

  
Jim Oeser – City Attorney

  
Larry Price – Finance Director

  
Stephen S. Cleveland – City Manager

**PREPARED BY:**

  
Martie Polk, Staff Assistant

  
Charles M. Durrell  
Department Head

## **AGREEMENT FOR CONTRACTUAL SERVICES**

**PARTIES:** City of Goodyear, a municipal corporation of the State of Arizona c/o City of Goodyear, 190 N. Litchfield Road, P.O. Box 5100 Goodyear, Arizona 85338, hereinafter called the "City",

And

Black & Veatch Corporation  
2850 E. Camelback Road, Suite 240  
Phoenix, Arizona 85016  
Phone: 602-381-4412 Fax: 602-381-4440

hereinafter designated as "CONSULTANTS".

**PLACE:** Goodyear, Arizona

**DATE:** May 24, 2004

**EFFECTIVE DATE:** May 24, 2004

### **RECITALS:**

1. The City has a need for contractual services as described herein and Consultants have experience in providing the kinds of professional services sought by the City.
2. City has a need for delivery of these professional services in a designated time frame.
3. Consultants can provide the professional services within the time frame required by City.

### **COVENANTS:**

#### **1. Employment:**

- (a) Project Name: The City engages the Consultants to perform professional services hereinafter described for a project known and described as the "Utility Rates and Utility Impact Fee Study", hereinafter referred to as "Project" for the following described mutual consideration.
- (b) Completion Time: The Consultants will commence work when ordered, in writing by a Work Order by the City and agree that they will proceed with the work without interruption, completing the project as set forth in the completion time agreed upon by the City and Consultants, prior to proceeding.

**2. City's Responsibilities:**

- (a) Information: Provide full information as to its requirements for the Project.
- (b) Assistance: City will assist the Consultants by placing at his disposal all reasonably available information concerning the Project, including previous reports and other data in possession of the City relative to the particular scope of the work described herein.
- (c) Authorized Representative: Designate in writing a person to act as the City's authorized representative with respect to the work to be performed under this Agreement, which designation until further notice, is Alfonso Rodriguez, CIP Manager.
- (d) Approval and Duty to Obtain: Obtain approval of all governmental authorities having jurisdiction over the project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project. Consultant agrees to fully cooperate with City in this regard.

**3. Consultant's Duties: Those specific services as set forth in Exhibit "A".**

**4. Consideration/Compensation:**

- (a) Consultant's Fee: Payments shall be made as follows:  
see Exhibit A attached hereto.
- (b) Itemization: Fees and all other approved charges will be itemized and described and billed as the work progresses, and as set forth in Exhibit B, or upon completion if so specified (see Exhibit B), and the net approved amount shall be due at the time of billing, and payable within 30 days.
- (c) Termination Clause: The City may at any time terminate this Agreement by issuing a written notice to the Consultants to be effective as of a date chosen by the City, and thereupon the Consultants shall receive as compensation in full for service performed to the date of such termination only such a fee for the percentage of the accepted work actually completed. Notwithstanding the foregoing, this fee shall be as determined acceptable in an amount to be agreed mutually by the Consultants and the City.

**5. Method and Manner of Payment:**

- (a) Mutually Agreed Accounts - Sample Billing: Consultants shall bill City Monthly, unless otherwise agreed, and shall in said billing set forth an itemized, by mutually agreed accounts, the expenses incurred on behalf of the City, and as provided by this Agreement, and the compensation due hereunder and said billing shall be in the form attached hereto as Exhibit C, which Exhibit C is a sample and example of a billing, together with a description of the mutually agreed accounts.

**6. Non-Assignable: Neither the City nor the Consultant shall assign his interest in this Agreement without the written consent of the other.**

This Agreement shall not be assignable except at the written consent of the parties hereto, and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

7. **Uncontrollable Force:** All agreements on the City's and Consultant's part are contingent upon, and no party shall be responsible for damages or be in default or be deemed to be in default by reason of, delays in performance by reason of strikes, lockouts, accidents, acts of God, or delays caused by failure of City or City's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, and as agreed to by the City the time of completion shall be extended accordingly but not unreasonably and in the event of a prolonged delay in the opinion of the City the contract may be terminated.
8. **Changes - Waiver of Liability:** In the event that any changes are made in the plans and specifications by the City or persons other than the Consultants and not approved by the Consultants which affects the Consultant's work, any and all liability arising out of such damages is waived as against the Consultants for that part of the work and the City assumes full responsibility for such changes unless City has given Consultants prior notice and has received from Consultants written consent for such changes. All changes shall be in writing signed by the City or its authorized representative and Consultants. Absent a written change order in the form of Exhibit D, no change shall be authorized.
9. **Ownership of Documents:** All drawings, tracings, specifications and other material prepared and furnished under and for this Agreement shall become the property of the City upon their acceptance by the City or upon termination of the services of the Consultants. Such documents shall be promptly delivered to the City upon demand and thereafter may be used by the City in whole or in part or in modified form, for any purpose it may deem advisable without further employment of, or payment of additional compensation to, the Consultants. The City will provide at the request of Consultants certified copies of all final documents to the Consultants for their record and file, before any changes have been made in the documents by the City.
10. **Partial Performance:** In the event all or any portion of the work prepared or partially prepared by the Consultants shall be suspended, abandoned, or terminated, the City shall pay the Consultants only as agreed in paragraph 4(c) for the work performed and accepted by the City as of the date of termination but not to exceed the maximum contract amount set forth in Exhibit "A".
11. **Degree of Skill:** The Consultants agrees that in the performance of his professional services, Consultants will use that degree of skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in Phoenix, Arizona and no other warranties, express or implied, are made or intended in any of Consultant's proposals, contracts or reports.
12. **Contracts & Bonds:** The form of contract, which the successful bidder as Contractor will be required to execute, and the forms of bonds and insurance form which he will be required to furnish are included in the contract documents and should be carefully examined by the bidder. The successful bidder shall use the forms provided or such other forms as are acceptable by the City. The contract, bonds and insurance form will be executed in four (4 ) original counterparts. "All bonds shall be issued by companies licensed with the Arizona Department of Insurance and authorized to issue such bonds in this state. **NO BONDS ISSUED BY INDIVIDUAL**

**SURETIES WILL BE ACCEPTED.** The company issuing any bond shall have a **rating of not less than A- and no less than category VIII** per the A.M. BEST rating available at the time this project was let to bid.

13. **Insurance:** Without limiting any of their obligations or liabilities, the CONSULTANT, at his own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and in form reasonably satisfactory to the CITY. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A- and a category rating of not less than "8." Use of alternative insurers requires prior approval from CITY. Insurance provided by CONTRACTOR shall be primary.

**A. General Clauses**

1. **Additional Insured.** The insurance coverage required by this contract, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured.
2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the CITY.
3. **Certificates of Insurance.** Prior to commencing services under this Contract, CONSULTANT shall furnish CITY with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or reduction in limit of liability or scope of coverage. Such certificates shall be sent directly to Dean Coughenour, Risk Management Department, City of Goodyear, 190 N. Litchfield Road, PO Box 5100, Goodyear, Arizona 85338.

**B. Commercial General Liability**

Commercial General Liability insurance with limit of not less than \$1,000,000, for each occurrence. The policy shall include coverage for bodily injury, property damage, personal injury, products and contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract (Section: Supplement General Conditions: 14. INDEMNIFICATION), which coverage will be at least as broad as Insurance Service Office policy form CG 001 1-11-88 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover CONSULTANT'S obligation of indemnification required of this agreement.

A general liability insurance policy may not be written on a "claims made" basis.

14. **Not a Joint Venture or Partnership:** It is covenanted and agreed that City is not a principal or a partner nor a co-developer with Consultants.
15. **Independent Consultants:** Consultants shall be an independent Consultant and not an agent or employee of the City. Consultant shall supervise and direct the independent Consultant work and

shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work, and shall be responsible to the City for the acts and omissions of his employees, and agents, and other persons performing any of the work under a contract with Consultants.

16. **Litigation:** Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages not agreed to by the City or any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude the parties from agreeing to non-binding arbitration or if agreed binding arbitration if they each so elect in the event of a dispute hereunder.
17. **Exclusive Use of Services - Confidentiality:** The services agreed to be provided by Consultant within this Agreement are for the exclusive use of the City and Consultant shall not engage in conflict of interest nor appropriate City work product or information for the benefit of any third parties without City consent.
18. **Sole Agreement:** There are not understandings or agreements except as herein expressly stated.
19. **Captions:** Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.
20. **Time is of the Essence:** The timely completion of the Project is of critical importance to the economic circumstances of the city.
21. **Conflict of Interest:** This contract is subject to the provisions of A.R.S. 35-511.
22. **Severability:** If any part of this contract is found by a court to be unenforceable, the remaining provisions shall, nonetheless, be enforceable to the extent allowed by law.



IN WITNESS WHEREOF, four (4) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.

"CONSULTANTS"

"CITY"  
CITY OF GOODYEAR

BY  \_\_\_\_\_

BY \_\_\_\_\_  
City Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

## **EXHIBIT A**

### **SCOPE OF WORK, COMPENSATION AND COMPLETION SCHEDULE**

#### ***Scope of Work***

#### **General and Administrative**

##### **Task 1 – Project Management**

This project component includes general project coordination, staff direction, and administrative activities throughout the course of the project. Specific subtasks are:

- 1.1 Coordinate project activities among Black & Veatch and City staff. Provide direction to staff as required to meet project objectives and deadlines. Ensure adequate levels of staff throughout the course of the project. Review all study-related work and provide overall quality assurance.
- 1.2 Assist City staff in presenting study results to various elected officials and the public.

##### **Task 2 – Project Initiation Meeting and Data Collection**

This project component will provide opportunity to establish lines of communication; review project missions, goals, and objectives; review project schedule and major milestones; collect pertinent data for the study, and discuss any relevant background information. The session will also facilitate discussions of the overall approach and strategies that will be used by the City and Black & Veatch during the course of the project. Specific subtasks are:

- 2.1 Prepare an initial request for financial and operational data and other pertinent information needed prior to the first meeting with City staff. A preliminary list of typical data which may be required for the study includes:
  - Summary of water consumption by customer classification including consumption by block for tiered rates, and revenue data for the most recent two years, if available.
  - Summary of total water customer accounts by meter size and wastewater customers by classification.
  - Summary of water and wastewater fixed assets, by facility, including year constructed and data on any depreciation rates, accumulated depreciation, and total depreciation should be provided, if available.
  - Summary of City's water and wastewater current budgets.
  - City's water and wastewater master plans and capital facilities plans, and data pertinent to the future planned growth.
- 2.2 Obtain and review the above data and other relevant data to determine completeness and accuracy.
- 2.3 Review the City's current practices and policy objectives, identify major interests and concerns, and review City billing information and provide, if required, guidelines for preparation of billing summaries.

#### **Capital Facilities Plans Assessment**

##### **Task 3 – Capital Facilities Plans Assessment**

The first step in determining the long-term revenue requirement is to identify all capital facilities plans including annual replacements, additions and improvements, and expansions to the system. Alternative methods of financing the project, including grants, low interest loans, long-term debt, annual operating revenues, system development charge revenues, funds on hand, direct contributions, special assessments, and property taxes, would be evaluated. A financing plan to meet the projected capital facilities plans throughout the study period would be developed.

- 3.1 Review master planning reports, capital facilities plans, and other available information regarding needed replacements, upgrades, improvements, and expansions of the water and wastewater systems. Prioritize projects to be constructed within the study planning period. Review for reasonableness the cost estimates of needed capital facilities plans.
- 3.2 Evaluate and recommend appropriate reserve requirements to be maintained on an annual basis for capital projects. Because replacement/upgrade requirements may be several years into the future, it will be important for the City to accumulate adequate funds to make those replacements.
- 3.3 Develop financing alternatives for each capital improvement program during the study period. Alternative financing costs associated with the proposed method (such as current revenues, long-term debt, direct contributions, new customer impact fees, and others) would be shown.

## **Determination of Revenue Requirements**

### **Task 4 - Revenue Requirement Projections**

The objective of this task is to project the City's revenue needs for the study period. This major task requires: an assessment of revenues based on the existing rates and fee schedules; an estimation of future revenue requirements; the City's ability to meet projected revenue requirements; and the determination of the level of revenue adjustments. The following subtasks will be completed:

- 4.1 Estimate revenues based on current rates and fee levels, incorporating the projected number of customers and service requirements. Historical growth trends, quantity of service provided, and patterns in customer service characteristics will be evaluated. Recent studies of population trends and growth will be reviewed and used in making projections of customers and associated usage.
- 4.2 Review and project revenues from miscellaneous sources such as interest earnings, miscellaneous service fees or other sources.
- 4.3 Develop annual revenue requirements of the City taking into consideration the following factors:
  - Historical data and current year's budgets
  - Current operation and maintenance expenses
  - Routine and major capital expenditures
  - Future system service requirements and system growth
  - Future operating and capital expenditures to meet more stringent state and federal environmental compliance requirements
  - Expected operational changes and inflation
  - Debt service on existing and any proposed new financing methods including appropriate reserves
  - Other cash obligations
- 4.4 Develop future cash flow analyses for a ten-year study period showing application of revenue under existing rate levels. Such an analysis is imperative to meet the estimated annual revenue requirements. An example of these results is shown graphically below, including how the proposed rates would meet revenue requirements.

## **Cost of Service, Rate Structure Review and Rate Design**

For each year of the study period, projected revenue requirements will be allocated to customer classifications. Distribution of expenses will reflect cost-causative concepts in accordance with the base-extra capacity method.

### **Task 5 – Classification of Costs**

The task includes the determination of appropriate cost allocation functional components of the water and wastewater systems; an assessment of the adequacy of the current water and wastewater systems to accumulate, record and report costs of the desired components. The subtasks include:

- 5.1 Determine appropriate functional classifications of costs for allocation purposes for the water system. Such classification could include water source or production costs, transmission costs, distribution storage costs,

customer service costs (meter reading, account maintenance, billing and collection), and allocated general, administrative, and overhead costs.

- 5.2 Assess the adequacy of the City's wastewater system to accumulate, record, and report costs of the desired cost allocation classification. Recommend if necessary, changes related to future presentation of required data.

## **Task 6 – Cost of Service Analyses**

Black & Veatch will review existing customer classifications for appropriateness, review and analyze historical customer class characteristics, and allocate cost of service to customer classifications.

Variables to be considered will include, but not necessarily be limited to pumping/gravity flow; residential and commercial classes broken down in subclasses based on significant use/contribution differences; irrigation; industrial subclasses; institutional; multiple dwelling; fire protection; other public use; and others to be identified, if appropriate. Specific subtasks include the following:

- 6.1 Review and analyze historical water consumption, revenue records, and billing summaries to determine water usage characteristics by customer class or subclass. Estimate the relative responsibility of each customer class for each of the functional cost elements. Elements will be based on billing summary data, other locally available data which may be applicable, and Black & Veatch's experience with other utilities exhibiting similar usage characteristics and patterns. Such information will be used to provide the basis for equitable cost allocations to each customer class or subclass.
- 6.2 Allocate the cost of service to the various costs of service components which constitute a functional classification of the different types of service the City provides. Functional cost components will include base or volume related costs, extra capacity costs, fire protection costs, and customer costs for water; and volume, strength (BOD and TSS), infiltration and inflow (I&I), and customer costs for wastewater. These will represent the revenue requirements to be met from water and wastewater charges and fees over the study period. The distribution of the fixed and variable revenues to be derived will be analyzed.
- 6.3 Distribute the costs by functional components to the various customer classifications on the basis of the relative responsibility of each classification for service provided. Costs will be allocated based on the determination of units of service for each customer classification and the application of unit costs of service to the respective units.
- 6.4 Compare existing revenue under existing rates by each customer class with the allocated cost of service to determine:
  - the adequacy of present revenue levels for each class
  - the indicated adjustment in rates required to equitably distribute costs to the respective classes of customers for each utility

A graphical example of these results, as shown on the following page, is similar to materials that would be used for the presentation to the City Council. Throughout the cost allocation process, Black & Veatch will comply with City policy considerations, procedures, and all currently known federal, state, and local rules, regulations, and guidelines applicable to charges for water service.

## **Task 7 – Review and Development of Rate Structure**

The water and wastewater revenue requirements from each customer class will be recovered through a rate structure designed to stand alone as a separate revenue source. Black & Veatch will evaluate the City's existing water and wastewater rate structures and identify the rate structures most appropriate for the City. Evaluation criteria will include items such as the City's existing billing system capability, consistency with industry practices, customers' ability to pay, future capital facilities plans, and revenue stability. We will design rate structures that bring in a greater level of standardization, equitability and ease of implementation. The following subtasks will be performed:

- 7.1 Evaluate the City's existing water and wastewater rate structures in terms of reasonableness of criteria used, and equitability among users. We will also review the basis for the existing allocation of capital facilities and improvement charge for each system.

- 7.2 Develop water and wastewater rate structures appropriate for the City. Possible structures may include, but not necessarily be limited to, the following:
- Inverted-block rate structure by class;
  - Effects of water conservation as it relates to water alternatives;
  - Pricing policies for commercial and industrial users;
  - Lifeline rates;
  - Concept of a minimum rate with a specified usage allowance;
  - Flow based rates that incorporate strength for wastewater service. The rate structure will be in compliance with regulatory guidelines of the Federal Clean Water Act of 1977, Environmental Protection Agency (EPA) and ADEQ.
- 7.3 A maximum of five (5) alternative rate structures will be evaluated and discussed to determine the best alternative for the City.

## **Task 8 – Rate Design**

Based on the water and wastewater rate structures developed in Task 7 above, water and wastewater rates will be developed so as to take effect on the date selected by the City. The rates will be determined taking into consideration total annual revenue requirements, allocated costs of service, water conservation, City policy considerations and compliance with state guidelines. Consideration will be given to phasing in rate adjustments, if needed, over the study period. The rate design portion of the study will include the following subtasks:

- 8.1 Design schedule of water and wastewater rates to equitably recover total revenue requirements from classes of customers. The rates will be designed in accordance with the results of the cost of service analysis.
- 8.2 Prepare comparisons of typical water and wastewater monthly bills for each customer class under existing and proposed rates for typical levels of usage/contribution.

## **Task 9 – Water and Wastewater Connection and Impact Fees**

We will review impact fees to ensure that the impact fees collected by the City pay for the facilities required to provide service and that users pay their fair share of costs. We will review the existing water and wastewater connection fees, including their rationales, calculation methodologies and implementation procedures. We will work with the City to ensure compliance with the other requirements.

Black & Veatch will also consult with City staff regarding compliance with the accounting requirements. We will review the basis by examining the projects in the CIP and make recommendations for changes, if any. Factors to be considered in establishing the proportionate share of capital costs to be allocated to new development include:

- Cost of capital facilities.
- Method of financing those facilities.
- Extent to which new development will pay for existing facilities through user fees, debt service and other payments toward capital improvements.
- The extent to which new development is required to construct and contribute capital improvements as a condition of development.

## **Meetings, Presentations and Reports**

Throughout the course of the studies, Black & Veatch will participate in meetings, presentations and prepare project reports as follows:

## **Task 10 – Meetings and Preliminary Draft Report**

Black & Veatch will prepare five copies of a draft report and meet with the City, and other members deemed appropriate by staff, to discuss preliminary results of the study. The rate design will be reviewed and general consensus will be obtained for the proposed rate structure and rate design recommended.

- 10.1 Prepare five copies of draft report which will include the findings and recommendations.

- 10.2 Black & Veatch will conduct one mid-course public meeting to discuss the course of the study and to seek direction. We will also discuss the impacts on customer groups to allow staff members to preview the results and provide direction.

## Task 11 - Presentations and Final Report

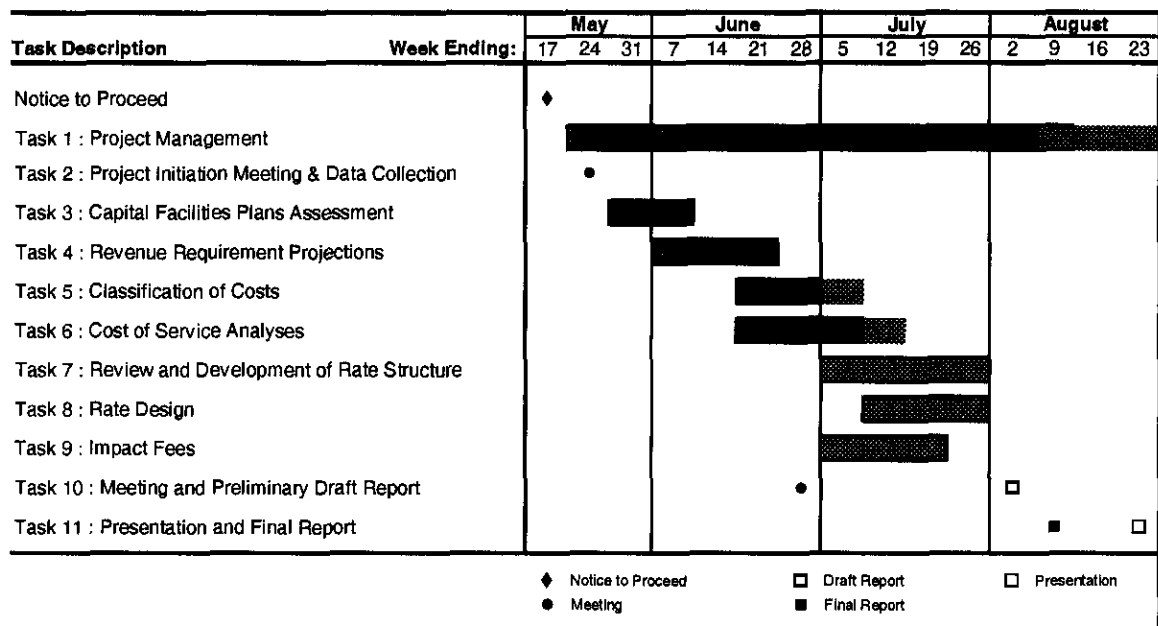
Black & Veatch will prepare a final report encompassing all study findings, inputs and recommendations at the conclusion of the project and present findings at a City Council meeting if requested by staff. Specific subtasks include:

- 11.1 Incorporate City comments of the draft report from the City into final report and submit 12 copies.
- 11.2 Attend Council meeting to explain rate structure and methodology. If necessary, present report findings and recommendations to the City Council.

## Project Schedule and Deliverables

Black & Veatch has a strong track record of meeting client schedules and believe our experience will enable us to meet the City's goals in a timely and efficient manner. A time-line schedule showing the key target dates and milestones is presented below. We consider the City's schedule to be fairly aggressive. Accordingly, timely review of draft results by City staff will be required to meet the timeline.

**Project Schedule and Deliverables**



**EXHIBIT B**

**BILLING SCHEDULE**

Consultants shall submit a bill to the City based on satisfactory completion of the work, and after all components have been tested and accepted by the City of Goodyear

City shall pay said bill within thirty (30) days of the receipt of said bill.

Black & Veatch Corporation shall complete all work in accordance with the Scope of Work described in Schedule A for a lump sum fee of \$65,420.00.

EXHIBIT C

SAMPLE BILLING

Date

City of Goodyear  
190 N. Litchfield Road  
Goodyear, Arizona 85338

STATEMENT NO. \_

City of Goodyear, work order #: \_\_\_\_  
Acct. No.

Re: PROJECT # \_\_\_\_\_

Statement for services rendered for the period

PROJECT

<u>Description of Work</u>	<u>Total Cost</u>	<u>Percent</u> <u>Complete</u>	<u>Total Due</u>
Material	\$		\$ .
			\$ _____.
		Total	\$ _____.
	Less Previous Payments		
	Balance Due This Statement		\$ _____.



**EXHIBIT D**  
**CHANGE ORDER**



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**CONTRACT CHANGE ORDER**

CHANGE ORDER NO. \_ \_ \_ \_ \_ PROJECT NO : \_ \_ \_ \_ \_

PURCHASE ORDER NO. \_ \_ \_ \_ \_ ACCOUNT NO : \_ \_ \_ \_ \_

PROJECT: \_ \_ \_ \_ \_

DESCRIPTION OF CHANGE:

**COMPLETION DATE:**

Contract completion date prior to this change order \_ \_ \_ \_ \_

Change in contract time due to this change order \_ \_ \_ \_ \_

New contract completion date \_ \_ \_ \_ \_

**COST:**

Contract amount prior to this change order \$ \_ \_ \_ \_ \_

Net increase, decrease, due to this change order \$ \_ \_ \_ \_ \_

Net contract amount including this change order \$ \_ \_ \_ \_ \_

**APPROVAL:**

**Project Eng/Manager**

**Contractor**

**City of Goodyear**

By: \_ \_ \_ \_ \_

\_ \_ \_ \_ \_

By: \_ \_ \_ \_ \_

Date: \_ \_ \_ \_ \_

\_ \_ \_ \_ \_

Date: \_ \_ \_ \_ \_

\_\_\_\_\_  
**Contractor Signature**

By: \_ \_ \_ \_ \_

Date: \_ \_ \_ \_ \_